

**Bid Tabulation Packet
for
Solicitation F-4695-21-GJ**

**Hollywood Blvd Landscaping, Irrigation; East of City Hall to
Dixie Highway**

Bid Designation: Public



City of Hollywood, Florida

SUPERIOR

LANDSCAPE & CONSTRUCTION, INC.

P.O. Box 35-0095 · Miami · FL · 33135-0095
Office (305) 634-0717 · Fax (305) 634-0744**Customer/Billing Information**

City of Hollywood

Department of Design & Construction Management

P.O. Box 229045

Hollywood, FL 33022-9045

Date

2/28/2022

Job Site Information

Project No.: HOLL-035

Project Name: Hollywood Blvd.

General Conditions

	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1 Mobilization	1	LS	57,045.00	57,045.00
2 Maintenance of Traffic	1	LS	14,745.00	14,745.00
3 Project Administration	1	LS	113,866.00	113,866.00

Irrigation System

4 Furnish and Install-Complete Irrigation System.	1	LS	275,785.00	275,785.00
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LANDSCAPE ITEMS

5 Furnish and Install-Royal Poinciana Tree (20' X 20' X 8" caliper)	64		1,325.00	84,800.00
6 Furnish and Install-Royal Poinciana Tree (20' X 20' X 8" caliper)	11		2,700.00	29,700.00
7 Furnish and Install-Live Oak Trees (16' X 7' X 4" caliper)	18		1,075.00	19,350.00
8 Furnish and Install-Green Buttonwood (12' X 4' X 2" caliper)	31		6,800.00	210,800.00
9 Furnish and Install- Apple Blossom Shower Trees (12' X 5' X 2" caliper)	21		1,350.00	28,350.00
10 Furnish and Install-Green Buttonwood (12' X 4' X 2" caliper)	58		525.00	30,450.00
11 Furnish and Install-White Crape Myrtle (15' X 8' X 4" caliper)	48		810.00	38,880.00
12 Silver Bismarck Palms (24' X 25' X 24" caliper)	4		2,115.00	8,460.00
13 Furnish and Install-Thrinax Palm (13' X 8' X 4"	108		1,615.00	174,420.00
14 Furnish and Install-Royal Palm (25' X 30' X 30"	22		1,520.00	33,440.00
15 Furnish and Install-Kangaroo Paw Fern (12' X	132		15.92	2,101.44
16 Furnish and Install-St. Augustine Grass	25728		0.64	16,465.92

BASE BID TOTAL: \$ 1,138,658.36

ADD ALTERNATES:

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	Change bulb out palms to double Solitaire palms (16" O.A.: 8" G.W.)	105	EA	530.00	55,650.00
2.	Increase size of Live Oaks (30' tall X 25' wide)	18	EA	6,470.00	116,460.00
3.	Change sod at intersections to shrubs and ground covers (see cover sheet of plan set)	1	LS	79,026.00	79,026.00
4.	Change sod in median (excluding the Add Alternate No. 3) to shrubs and ground covers (see cover sheet of plan set)	1	LS	39,385.00	39,385.00
5.	Change sod at bulbouts along ROW that are located between parking spaces and driveway to shrubs (1 Gal; 12"x12"; full; 18" O.C.)	3860	EA	15.92	61,451.20
6.	Change planting soil excavation from 18" deep to 36" deep	205	CY	91.08	18,671.40
7.	Change eyebolt anchoring at tree grate to Platipus type tree anchoring system (root ball fixing system - Plati-Mat-RF3P)	106	EA	670.00	71,020.00
8.	Increase the size of the Thrinax Radiata palms (16' overall height)	105	EA	1,131.45	118,802.25

ADD ALTERNATES TOTAL: \$ 560,465.85

Exclusions

All Permitting

Power to irrigation controllers

SUPERIOR

LANDSCAPING & LAWN SERVICE, INC.

P.O. Box 35-0095 • Miami • FL • 33135-0095
Office (305) 634-0717 • Fax (305) 634-0744

Thank you for your consideration of this proposal. If you have any questions, please contact Bob Hennis at (772) 214-7939

Payment Terms: Payment is due upon completion of job. All invoices are due upon receipt. Past due accounts will acquire an eighteen percent (18%) interest per year. Should collection activities be warranted, the client shall be responsible for any related expenses including but not limited to attorney's fees and court costs. There is a fifty-dollar (\$50.00) fee for each check returned for non-sufficient funds. Any alterations made to this document, will make it void.

Guarantee: Superior Landscaping & Lawn Service, Inc. is not liable or responsible for any loss, repair or replacement of any of the above mentioned due to high winds, hail, lightning storms, heavy rains, vandalism, floods, heat, construction, insect plagues or infestation, inadequate irrigation, tornadoes, hurricanes or other Acts of God.

ACCEPTANCE OF PROPOSAL

WHEREFORE, Contractor and Owner, or Owner's Agent, have accepted the scope and terms of this proposal. Owner or Owner's Agent gives express permission to Contractor to enter said property and confirms that it is clear from any hidden danger or defect.

Owner or Owner's Agent

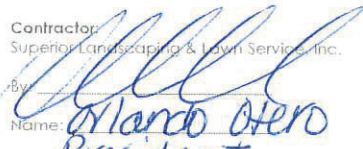
By: _____

Name: _____

Title: _____

Date: _____

Contractor:
Superior Landscaping & Lawn Service, Inc.

By: 
Name: Orlando Otero

Title: President

Date: 03/02/22

Thank you for your business!

Project Name: Hollywood Blvd.

Project NO. HOLL-035



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Miami-Dade 8825 NW 21st Terrace Doral FL 33172		CONTACT NAME: Julio Guerrero PHONE (A/C, No, Ext): (305) 714-4400 E-MAIL ADDRESS: jguerrero@bbmia.com FAX (A/C, No): (305) 714-4401	
INSURED Superior Landscaping & Lawn PO Box 35-0095 Miami FL 33135		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: Hartford Insurance Company of the Midwest INSURER C: The North River Insurance Company INSURER D: FFVA Mutual Insurance Co. INSURER E: INSURER F:	
		NAIC # 29459 37478 21105 10385	

COVERAGES**CERTIFICATE NUMBER:** 21/22 GL,CA,UMB,WC**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	21UENOL4176	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	21UENOL9067	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			5821180146	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	Y	WC84000345042021A	12/01/2021	12/01/2022

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured on a primary and non-contributory basis with regards to General Liability & Auto Liability when required by written contract. Waiver of subrogation applies to the Additional Insured with regards to General Liability, Auto Liability & Workers Compensation when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Hollywood Procurement Services 2600 Hollywood Blvd RM 303 Hollywood FL 33020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Miami-Dade 8825 NW 21st Terrace Doral FL 33172		CONTACT NAME: Julio Guerrero PHONE (A/C, No, Ext): (305) 714-4400 FAX (A/C, No): (305) 714-4401 E-MAIL ADDRESS: jguerrero@bbmia.com	
INSURED Superior Landscaping & Lawn PO Box 35-0095 Miami FL 33135		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: Hartford Insurance Company of the Midwest INSURER C: The North River Insurance Company INSURER D: FFVA Mutual Insurance Co. INSURER E: INSURER F:	
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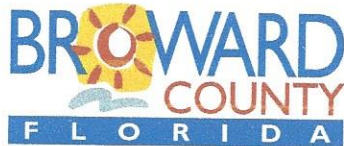
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Hollywood Building Division 2600 Hollywood Blvd Room 319 Hollywood FL 33020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

February 16, 2022

Mr. Robert Shoelson
GETTING GREEN PLANT SERVICE, INC
5325 SW 64th Avenue
Davie, Florida 33314

Dear Mr. Shoelson:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** certification has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE program within **thirty (30) days** from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Commodity Supplier**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following area:

NAICS CODE: 111421

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL
MICHAEL MCDONALD
MCDONALD

Digitally signed by SANDY-
MICHAEL MCDONALD
Date: 2022.02.17 14:18:49
-05'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE
ANNIVERSARY DATE: NOVEMBER 12TH



SURTAX PROJECTS AND SERVICES (MUNICIPALITY)
LETTER OF INTENT
BETWEEN BIDDER/OFFEROR AND
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performed with your own forces.

Municipality (City/Town/Village): City of Hollywood

Solicitation No.: F-4595-21-GJ **Project Title:** Hollywood Blvd Landscaping, Irrigation; East of City Hall to Dixie Highway

Bidder/Offeror Name: Superior Landscaping

Address: 2200 NW 23rd Ave **City:** Miami **State:** FL **Zip:** 33142

Authorized Representative: Bob Hennis

Phone: 772-214-7939 **Email:** bhennis@superiorlandscaping.com

CBE Firm/Supplier Name: Getting Green Plant Services Inc

Address: 5325 SW 64th Ave **City:** Davie **State:** FL **Zip:** 33314

Authorized Representative: Robert Shoelson

Phone: 954-680-1819 ext100 **Email:** robert@gettinggreen.com

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

WORK TO BE PERFORMED BY CBE FIRM(S)

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Landscaping trees, sod and mulch	111421		20%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature:  **Title:** President **Date:** 2/23/22

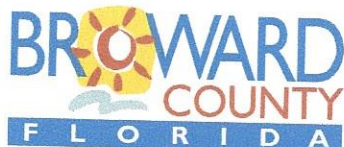
Bidder/Offeror Authorized Representative

Signature:  **Title:** President **Date:** 02/23/22

¹ Visit <https://www.census.gov/eos/www/naics/> to search and identify the correct NAICS codes. Match each type of work with the most appropriate NAICS code.

² To be provided only when the solicitation requires that the bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

June 23, 2021

Ms. Yvonne Garth
GARTH SOLUTIONS, INC.
7951 Riviera Blvd., Suite 411
Miramar, Florida 33023

Dear Ms. Garth:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** certification has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE and SBE programs within **thirty (30) days** from your anniversary may result in the expiration of your firm's certifications. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Contract Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 541611; 541612; 541613; 541910

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL
MCDONALD

Digitally signed by SANDY-
MICHAEL MCDONALD
Date: 2021.07.01 12:41:45
-04'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE
ANNIVERSARY DATE: JUNE 13TH



SURTAX PROJECTS AND SERVICES (MUNICIPALITY)
LETTER OF INTENT
BETWEEN BIDDER/OFFEROR AND
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

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Solicitation No.: F-4595-21-GJ Project Title: Hollywood Blvd Landscaping, Irrigation; East of City Hall to Dixie Highway

Bidder/Offeror Name: Superior Landscaping

Address: 2200 NW 23rd Ave City: Miami State: FL Zip: 33142

Authorized Representative: Bob Hennis

Phone: 772-214-7939 Email: bhennnis@superiorlandscaping.com

CBE Firm/Supplier Name: Garth Solutions, Inc

Address: 7951 Riviera Blvd. Suite 411 City: Miramar State: FL Zip: 33023

Authorized Representative: Yvonne Garth

Phone: 954-727-3001 Email: yvonne@garthsolutions.com

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

WORK TO BE PERFORMED BY CBE FIRM(S)

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Project Administration - Outreach, CBE management	541611, 541612, 541613, 541910		10%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: President & CEO Date: 02/23/2022

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: Head of Operations Date: 02/28/2022

¹ Visit <https://www.census.gov/eos/www/naics/> to search and identify the correct NAICS codes. Match each type of work with the most appropriate NAICS code.

² To be provided only when the solicitation requires that the bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Superior Landscaping & Lawn Service, Inc.

Bid Contact **Maria Valdes**
superlandscape@bellsouth.net
Ph 305-634-0717
Fax 305-634-0744

Address **PO Box 35-0095**
Miami, FL 33135

Supplier Code 249601

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
F-4695-21-GJ--01-01	Base Bid: Mobilization	Supplier Product Code:	First Offer - \$57,045.00	1 / lump sum	\$57,045.00 Y Y
F-4695-21-GJ--01-02	Base Bid: Maintenance of Traffic	Supplier Product Code:	First Offer - \$14,745.00	1 / lump sum	\$14,745.00 Y
F-4695-21-GJ--01-03	Base Bid: Irrigation	Supplier Product Code:	First Offer - \$275,785.00	1 / lump sum	\$275,785.00 Y
F-4695-21-GJ--01-04	Base Bid: Bridalveil Tree	Supplier Product Code:	First Offer - \$1,325.00	64 / each	\$84,800.00 Y
F-4695-21-GJ--01-05	Base Bid: Royal Poinciana Tree	Supplier Product Code:	First Offer - \$2,700.00	11 / each	\$29,700.00 Y
F-4695-21-GJ--01-06	Base Bid: Live Oak Trees	Supplier Product Code:	First Offer - \$1,075.00	18 / each	\$19,350.00 Y
F-4695-21-GJ--01-07	Base Bid: Verawood Trees	Supplier Product Code:	First Offer - \$6,800.00	31 / each	\$210,800.00 Y
F-4695-21-GJ--01-08	Base Bid: Apple Blossom Shower Trees	Supplier Product Code:	First Offer - \$1,350.00	21 / each	\$28,350.00 Y
F-4695-21-GJ--01-09	Base Bid: Green Buttonwood	Supplier Product Code:	First Offer - \$525.00	58 / each	\$30,450.00 Y
F-4695-21-GJ--01-10	Base Bid: White Crape Myrtle	Supplier Product Code:	First Offer - \$810.00	48 / each	\$38,880.00 Y

Code:

F-4695-21-GJ--01-11	Base Bid: Silver Bismarck Palms	Supplier Product Code:	First Offer - \$2,115.00	4 / each	\$8,460.00	Y
F-4695-21-GJ--01-12	Base Bid: Thrinax Palm	Supplier Product Code:	First Offer - \$1,615.00	108 / each	\$174,420.00	Y
F-4695-21-GJ--01-13	Base Bid: Royal Palm	Supplier Product Code:	First Offer - \$1,520.00	22 / each	\$33,440.00	Y
F-4695-21-GJ--01-14	Base Bid: Kangaroo Paw Fern	Supplier Product Code:	First Offer - \$15.92	132 / each	\$2,101.44	Y
F-4695-21-GJ--01-15	Base Bid: St. Augustine Grass	Supplier Product Code:	First Offer - \$0.64	25728 / linear foot	\$16,465.92	Y

Lot Total **\$1,024,792.36**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
F-4695-21-GJ--02-01	Add ALtermates: Change bulb out palms to double Solitaire palms	Supplier Product Code:	First Offer - \$530.00	105 / each	\$55,650.00 Y
F-4695-21-GJ--02-02	Add ALtermates: Increase size of Live Oaks	Supplier Product Code:	First Offer - \$6,470.00	18 / each	\$116,460.00 Y
F-4695-21-GJ--02-03	Add ALtermates: Change sod at intersections to shrubs and ground covers	Supplier Product Code:	First Offer - \$79,026.00	1 / lump sum	\$79,026.00 Y
F-4695-21-GJ--02-04	Add ALtermates: Change sod in median (excluding the Add Alternate No. 3) to shrubs and ground co	Supplier Product Code:	First Offer - \$39,385.00	1 / lump sum	\$39,385.00 Y
F-4695-21-GJ--02-05	Add ALtermates: Change sod in median (excluding the Add Alternate No. 3) to shrubs and ground co	Supplier Product Code:	First Offer - \$15.92	3860 / each	\$61,451.20 Y

F-4695-21-GJ--02-06	Add ALtermates: Change planting soil excavation from	Supplier Product Code:	First Offer - \$91.08	205 / cubic yard	\$18,671.40	Y
F-4695-21-GJ--02-07	Add ALtermates: Change eyebolt anchoring at tree grate to Platipus type tree anchoring system (r	Supplier Product Code:	First Offer - \$670.00	106 / each	\$71,020.00	Y
F-4695-21-GJ--02-08	Add ALtermates: Increase the size of the Thrinax Radiata palms	Supplier Product Code:	First Offer - \$1,131.45	105 / each	\$118,802.25	Y
Lot Total					\$560,465.85	
Supplier Total					\$1,585,258.21	

Superior Landscaping & Lawn Service, Inc.Item: **Base Bid: Mobilization****Attachments**

Superior Landscaping Bid Package.pdf

Superior - Hollywood Bid Bond.pdf

BID PACKAGE

FOR

**Hollywood Blvd – Landscape and Irrigation Improvements; From East Side of City
Hall Circle to Dixie Highway - Complete Street Improvements Project**

City Project No: HOLL035

SUBMITTED BY: Superior Landscaping & Lawn Service Inc.

(Name of Firm) A Partnership

(Address)By: _____
(SEAL)
(Partner)

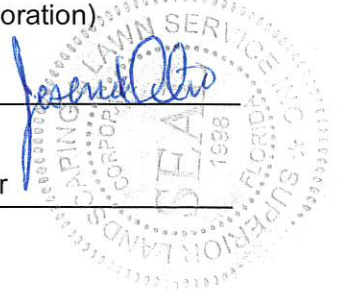
Name and Address of all Partners:

WHEN THE BIDDER IS A JOINT VENTURE:

(Correct Name of Corporation)By: _____
(SEAL)
(Address)_____
(Official Title)As Joint Venture
(Corporate Seal)

Organized under the laws of the State of _____, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

WHEN THE BIDDER IS A CORPORATION:

Superior Landscaping & Lawn Service Inc.
(Correct Name of Corporation)By: Jesenia Otero
(SEAL)Estimating Coordinator
(Official Title)

00300-3

2200 NW 23rd Avenue Miami, FL 33142

(Address of Corporation)

Organized under the laws of the State of Florida, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS**

Superior Landscaping & Lawn Service Inc.

(Name of Corporation)

RESOLVED that Jesenia Otero

(Person Authorized to Sign)

Estimating Coordinator of Superior Landscaping & Lawn Service Inc.

(Title) (Name of Corporation)

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

CITY OF HOLLYWOOD

**Hollywood Blvd – Landscaping, Irrigation, HOLLYWOOD BLVD; FROM THE EAST SIDE
OF CITY HALL CIRCLE TO DIXIE HWY. Project No.: HOLL-035**

The foregoing is a true and correct copy of the Resolution adopted by

Superior Landscaping & Lawn Service Inc. at a meeting of its Board of
(Name of Corporation)

Directors held on the 2 day of December, 2013.

By: Jesenia Otero

Title: Estimating Coordinator

(SEAL)

The above Resolution MUST BE COMPLETED if the Bidder is a Corporation.

- END OF SECTION -

00300-4



**CITY OF HOLLYWOOD
DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT**

P.O. Box 229045
Hollywood, FL 33022-9045
Phone (954) 921-3410

PROPOSAL BID FORM

Name of Respondent: Superior Landscaping & Lawn Service Inc.

Project No.: HOLL-035

Project Name: Hollywood Blvd.

Account No.:

If this Proposal is accepted, the undersigned Bidder agrees to complete all work under this contract within 730 calendar days following the issuance of the Notice to Proceed.

UNIT PRICE PREVAILS OVER TOTAL PRICE. All entries on this form must be typed or written in block form in ink. Quantities provided are for information purposes.

BASE BID:

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>General Conditions</u>					
1.	Mobilization	1	LS	\$ <u>57,045.00</u>	\$ <u>57,045.00</u>
2.	Maintenance of Traffic	1	LS	\$ <u>14,745.00</u>	\$ <u>14,745.00</u>
<u>Irrigation System</u>					
3.	Furnish and Install-Complete Irrigation System.	1	LS	\$ <u>275,785.00</u>	\$ <u>275,785.00</u>
<u>LANDSCAPE ITEMS</u>					
4.	Furnish and Install-Bridalveil Tree (12' X 4' X 2" caliper)	64	EA	\$ <u>1,325.00</u>	\$ <u>84,800.00</u>
5.	Furnish and Install-Royal Poinciana Tree (20' X 20' X 8" caliper)	11	EA	\$ <u>2,700.00</u>	\$ <u>29,700.00</u>
6.	Furnish and Install-Live Oak Trees (16' X 7' X 4" caliper)	18	EA	\$ <u>1,075.00</u>	\$ <u>19,350.00</u>
7.	Furnish and Install-Verawood Trees (20' X 12' X 6" caliper)	31	EA	\$ <u>6,800.00</u>	\$ <u>210,800.00</u>
8.	Furnish and Install-Apple Blossom Shower Trees (12' X 5' X 2" caliper)	21	EA	\$ <u>1,350.00</u>	\$ <u>28,350.00</u>
9.	Furnish and Install-Green Buttonwood (12' X 4' X 2" caliper)	58	EA	\$ <u>525.00</u>	\$ <u>30,450.00</u>
10.	Furnish and Install-White Crape Myrtle (15' X 8' X 4" caliper)	48	EA	\$ <u>810.00</u>	\$ <u>38,880.00</u>
11.	Silver Bismarck Palms (24' X 25' X 24" caliper)	4	EA	\$ <u>2,115.00</u>	\$ <u>8,460.00</u>
12.	Furnish and Install-Thrinax Palm (13' X 8' X 4" caliper)	108	EA	\$ <u>1,615.00</u>	\$ <u>174,420.00</u>



**CITY OF HOLLYWOOD
DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT**

P.O. Box 229045
Hollywood, FL 33022-9045
Phone (954) 921-3410

PROPOSAL BID FORM

13.	Furnish and Install-Royal Palm (25' X 30' X 30" caliper)	22	EA	\$ 1,520.00	\$ 33,440.00
14.	Furnish and Install-Kangaroo Paw Fern (12' X 12' X N/A caliper)	132	EA	\$ 15.92	\$ 2,101.44
15.	Furnish and Install-St. Augustine Grass	25,728	SF	\$ 0.64	\$ 16,465.92

BASE BID TOTAL: \$ 1,024,792.36

One million, twenty-four thousand, seven hundred ninety-two Dollars and thirty-six Cents
BASE BID TOTAL IN WRITTING

Jesenia Otero
Signature

Date: 12/7/2021

Jesenia Otero
Name

Superior Landscaping & Lawn Service Inc.
Company

ADD ALTERNATES:

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	Change bulb out palms to double Solitaire palms (16' O.A.: 8' G.W.)	105	EA	\$ 530.00	\$ 55,650.00
2.	Increase size of Live Oaks (30' tall X 25' wide)	18	EA	\$ 6,470.00	\$ 116,460.00
3.	Change sod at intersections to shrubs and ground covers (see cover sheet of plan set)	1	LS	\$ 79,026.00	\$ 79,026.00
4.	Change sod in median (excluding the Add Alternate No. 3) to shrubs and ground covers (see cover sheet of plan set)	1	LS	\$ 39,385.00	\$ 39,385.00
5.	Change sod at bulbouts along ROW that are located between parking spaces and driveway to shrubs (1 Gal; 12"x12"; full; 18" O.C.)	3860	EA	\$ 15.92	\$ 61,451.20



**CITY OF HOLLYWOOD
DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT**

P.O. Box 229045
Hollywood, FL 33022-9045
Phone (954) 921-3410

PROPOSAL BID FORM

6.	Change planting soil excavation from 18" deep to 36" deep	205	CY	\$ <u>91.08</u>	\$ <u>18,671.40</u>
7.	Change eyebolt anchoring at tree grate to Platipus type tree anchoring system (root ball fixing system – Plati-Mat-RF3P)	106	EA	\$ <u>670.00</u>	\$ <u>71,020.00</u>
8.	Increase the size of the Thrinax Radiata palms (16' overall height)	105	EA	\$ <u>1,131.45</u>	\$ <u>118,802.25</u>

ADD ALTERNATES TOTAL: \$ 560,465.85

Five hundred sixty thousand, four hundred sixty-five

Dollars and eighty-five Cents

ADD ALTERNATES TOTAL IN WRITTING


Signature

Date: 12/7/2021

Jesenia Otero

Name

Superior Landscaping & Lawn Service Inc.

Company

Notes:

1. Substantial Completion Time and project closeout time for the work shall be as defined in the project schedule in Article 3 of the Contract.
2. The City Of Hollywood requires the contractor to provide the unit price/total in text as well as numerical format for each line item listed in the proposal bid forms. failure to provide unit price/total for each line item in text as well as numerical format may render the entire bid package non-responsive.
3. The City Of Hollywood will evaluate the bid proposals and determine the lowest, responsive, responsible bidder for the total base bid (items 1 through 15). It is the City of Hollywood's intent to award the project based upon the total base bid.
4. The Add Alternate items will be selected based on the funding availability.
5. The lowest bid will be determined on the base bid, plus add alternate items, if selected.



**CITY OF HOLLYWOOD
DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT**

P.O. Box 229045
Hollywood, FL 33022-9045
Phone (954) 921-3410

PROPOSAL BID FORM

BASE BID PLUS ADD ALTERNATES TOTAL : \$ 1,585,258.21

One million, five hundred eighty-five thousand, two hundred fifty-eight Dollars and twenty-one Cents

BASE BID PLUS ADD ALTERNATES TOTAL IN WRITING



Signature

Date: 12/7/2021

Jesenia Otero

Name

Superior Landscaping & Lawn Service Inc.

Company

SECTION 00420
INFORMATION REQUIRED FROM BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Name/Address: Superior Landscaping & Lawn Service Inc.
2200 NW 23rd Avenue Miami, FL 33142

2. Contractor's Telephone Number: 305-634-0717
and e-mail address: JOtero@superiorlandscaping.com
3. Contractor's License (attach copy): CGC1529871
Primary Classification: General Contractor
Broward County License Number (attach copy): 324-10769
4. Number of years as a Contractor in construction work of the type involved in this
Contract: 10

5. List the names and titles of all officers of Contractor's firm:
Orlando Otero, President
Maria Valdes, Secretary and Treasurer
Jesenia Otero, Estimating Coordinator

6. Name of person who inspected site or proposed work for your firm:
Name: Bob Hennis
Date of Inspection: 11/10/2021
7. What is the last project of this nature you have completed?

SECTION 00420

INFORMATION REQUIRED FROM BIDDERS

8. Have you ever failed to complete work awarded to you; if so, where and why?

No.

9. Name three individuals or corporations for which you have performed work and to which you refer:

Please see references.

10. List the following information concerning all contracts on hand as of the date of submission of this proposal (in case of co-venture, list the information for all co-ventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
Please see attached				

(Continue list on inset sheet, if necessary)

11. What equipment do you own that is available for the work?

Please see attached

12. What equipment will you purchase for the proposed work?

None

NOTE: If requested by CITY, the Bidder shall furnish a notarized financial

SECTION 00420

INFORMATION REQUIRED FROM BIDDERS

statement, references and other information, sufficiently comprehensive to permit an appraisal of its current financial condition.

00420-3

SECTION 00495

TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

Cost

Total \$ 0.00

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the owner and Engineer are not, responsible to determine if any safety related standards apply to the project, including but not limited to, the "Trench Safety Act".

Witness Signature

Contractor's Signature

Witness Printed Name

Jesenia Otero

Printed Name

Witness Address

Estimating Coordinator

Title

12/7/2021
Date

12/7/2021
Date

- END OF SECTION -

00495-1



Ron DeSantis, Governor

Julie I. Brown,, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DICKENS, BRIAN M

SUPERIOR LANDSCAPING & LAWN SERVICE INC
2200 NORTHWEST 23RD AVENUE
MIAMI FL 33142

LICENSE NUMBER: CGC1529871

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LEVY, BERNARD A

SUPERIOR LANDSCAPING & LAWN SERVICE INC
11231 SW 1ST. COURT
PLANTATION FL 33325

LICENSE NUMBER: CFC1425682

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

<u>Equipment</u>	<u>Make</u>	<u>Model</u>
Back Hoe	Caterpillar	402 E
Chipper	Vermeer	BC 1500
Chipper	Vermeer	BC 1500
Chipper	Vermeer	BC 1800
Mini Excavator	Yanmar	VI 027
Mini Excavator	Yanmar	35N2
Mini Excavator	Caterpillar	302 5C
Mini Excavator	Caterpillar	302 5C
Skid Steer	John Deer/ Skidsteer	270
SKID STEER	Caterpillar	268 B
SKID STEER	New Holland	L 185
SKID STEER	New Holland	L 185
SKID STEER	Caterpillar	242 B
SKID STEER	Caterpillar	299 C
SKID STEER	Caterpillar	299 C
SPRAYER	STIHL	
STUMP	Vermeer	SC352
TELEHANDLER	Caterpillar	TL 943
TILLER	Honda	FRC800K1A
TOWER LIGHT	Magnum	MLT306
TRACTOR	STIHL	
TRACTOR	STIHL	
TRACTOR	TORO	
TRACTOR	TORO	
TRACTOR	TORO	
TRENCHER	Vermeer	RT200
WALK BEHIND	Scag	SWZ48W
TRACTOR	Kubota	L4330
TRACTOR	Kubota	
TRACTOR	Kubota	
TRACTOR	Kubota	
BATWING 15'	Bushog	
BATWING 15'	Bushog	
BATWING 20'	Bushog	
BATWING	Land Pride	
LOADER	CASE	
Arrow Board #1	Wanco / Arrowboard	WTSP
Arrow Board #1	Wanco / Arrowboard	WTSP
Arrow Board #1	Wanco / Arrowboard	WTSP
4x4 Utility Vehicle UV 1	Bob Cat	2200G
4x4 Utility Vehicle UV 2	Bob Cat	2200G
4x4 Utility Vehicle UV 3	Bob Cat	
4x4 Utility Vehicle UV 4	Bob Cat	
Hot Pressure Cleaner 1	Hydro-Tech / Hot Water P.Washer	Hot Washer
Hot Pressure Cleaner 2	Hydro-Tech / Hot Water P.Washer	
Hot Pressure Cleaner 3	Hydro-Tech / Hot Water P.Washer	
Fuel Tanks	Modern Welding Company	
Fuel Tanks	Modern Welding Company	
BLOWER	ECHO	PB-770T
BLOWER	ECHO	PB-770T
BLOWER	ECHO	PB-770T

BLOWER	ECHO	PB-770T
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BLOWER	ECHO	PB-770T
BLOWER	STIHL	PB-770T
BLOWER	STIHL	PB-770T
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BLOWER	ECHO	PB-770T
BLOWER	STIHL	BGA85
BLOWER	STIHL	BGA85
BLOWER	ECHO	PB-770T
BLOWER	ECHO	PB-770T
BLOWER	ECHO	PB-770T
BLOWER	ECHO	PB-770T
BLOWER	STIHL	BR450
BLOWER	STIHL	BR450
BLOWER	STIHL	BR450
BLOWER	STIHL	BR450
BLOWER	STIHL	BR450
BLOWER	STIHL	BR450
BLOWER	STIHL	BR450
BLOWER	STIHL	BR450
CHAINSAW	STIHL	MS-192
CHAINSAW	STIHL	MS-192
CHAINSAW	STIHL	MS193T-16
CHAINSAW	STIHL	MS193T-16
CHAINSAW	STIHL	MS-193T
CHAINSAW	STIHL	MS-193T
CHAINSAW	STIHL	MS-193T
CHAINSAW	STIHL	MS-291
CHAINSAW	STIHL	MS-291
CHAINSAW	STIHL	MS-661
CHAINSAW	STIHL	
CLIMBING SAW	STIHL	
CLIMBING SAW	STIHL	
CLIMBING SAW	STIHL	MS193T-PMM3-16
CLIMBING SAW	STIHL	MS193T-PMM3-16

[illegible]

p. 22

MOWER 60"	Toro	ZD-326	
MOWER 60"	TORO	74926	
MOWER 60"	TORO	74926	
MOWER 60"	TORO	74926	
MULE UTILITY	Bobcat	3400XL	
POWER PRUNER	STIHL	HT-101Z	
Truck #	Year	Make	Model
6	2004	Intl	4300
14	2000	Isuzu	NPR
17	1999	Intl	C-4700 / Water Truck
26	2004	Ford	F-750
32	2004	Isuzu	NPR
33	2004	Isuzu	NPR
34	1997	GMC	7500
46	2005	Isuzu	Crew Cab
51	2005	Isuzu	Crew Cab
52	2005	Isuzu	Crew Cab
55	2006	Isuzu	Crew Cab
56	2006	Isuzu	Crew Cab
63	2007	Isuzu	Crew Cab
64	2007	Isuzu	Crew Cab
68	2005	Ford	F-750
TR #	YEAR	Make	Body
TR-15	2004	Kendall	Enclosed
TR-16	2004	Kendall	Enclosed
TR-17	2004	Kendall	Enclosed
TR-18	2004	Kendall	Enclosed
TR-21	2004	Kendall	Enclosed
TR-22	2005	Kendall	Enclosed
TR-23	2005	Kendall	Enclosed
TR-26	2005	ASPT	Open/Tandam
TR-27	2006	Suncoast	Enclosed
TR-57	2005	Rolls Rite	Equipment Trailer
TR-58	2006	EMES	Equipment Trailer



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
08/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Miami-Dade 8825 NW 21st Terrace Doral FL 33172		CONTACT NAME: Julio Guerrero PHONE (A/C, No, Ext): (305) 714-4400 FAX (A/C, No): (305) 714-4401 E-MAIL ADDRESS: jguerrero@bbmia.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Twin City Fire Insurance Company	
		INSURER B: Hartford Insurance Company of the Midwest	
		INSURER C: The North River Insurance Company	
		INSURER D: FFVA Mutual Insurance Co.	
		INSURER E: Westchester Surplus Lines Insurance Company	
		INSURER F:	

COVERAGES
CERTIFICATE NUMBER: 20/21 GL/AL/\$3M UM/WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	21UENOL4176	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	21UENOL4176	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			5821174134	08/17/2021	12/01/2021	EACH OCCURRENCE \$ 3,000,000
	AGGREGATE \$ 3,000,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC84000345042020A	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			G7091878A003	12/06/2020	12/06/2021	Aggregate Limit 1,000,000 Each Pollution 1,000,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"Sample"

CERTIFICATE HOLDER
CANCELLATION

"Sample"

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

Business Opened:04/26/2002
State/County/Cert/Reg:
Exemption Code:

Professionals

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

Business Opened: 04/26/2002
State/County/Cert/Reg:
Exemption Code:

Professionals

August 19, 2020

BROWARD COUNTY TREE TRIMMER LICENSE

STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

1. The following shall be available for inspection at every work site where tree trimming is being carried out:
 - A copy of the company's Broward County Tree Trimmer license
 - Proof of the company's current insurance coverage
 - At least one person should possess a current Tree Trimmer training card.
Current training cards reflect that training was completed within
 - the past two (2) years
 - Picture identification issued by a government entity or agency
2. At least one trained person must be available at every work site where tree trimming is being carried out.
3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.
4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.
5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Safety and Health Act of 1970 (OSHA).
6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.
7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

A

Superior Landscaping & Lawn Service, Inc.
2200 NW 23 AVENUE
MIAMI, FL 33142

A- 383 **08/31/2022**
SUPERIOR LANDSCAPING & LAWN
SERVICE, INC.
2200 NW 23 AVENUE
MIAMI, FL 33142
TRAINED EMPLOYEE: MICHAEL MOREL

The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the interests of Florida's nursery and landscape industry.

Superior Landscaping & Lawn Service, Inc.

is a member of the

Florida Nursery, Grower & Landscape Association

through 6/30/2022



Ben Bolusky, Executive Vice President



Member since 12/29/2011



Ron DeSantis, Governor

Julie I. Brown,, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DICKENS, BRIAN M

SUPERIOR LANDSCAPING & LAWN SERVICE INC
2200 NORTHWEST 23RD AVENUE
MIAMI FL 33142

LICENSE NUMBER: CGC1529871

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA
 Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

Date
 May 1, 2018

File No.
 LF271410

Expires
 May 1, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
 NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
 CHAPTER 482 FOR THE PERIOD EXPIRING: May 1, 2022

XOCHITL SUSANA YANEZ
 1434 SE 14 ST
 CAPE CORAL, FL 33990


 Adam H. Putnam, Commissioner

Cut
 here

STATE OF FLORIDA
 Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

XOCHITL SUSANA YANEZ
 LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF271410

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
 EXPIRING May 1, 2022

Signature


 Adam H. Putnam, Commissioner

Wallet Card, Fold Here

BUREAU OF LICENSING & ENFORCEMENT
 3125 CONNER BLVD, BLDG. 8
 TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 12, 2021

File No.
JE221831

Expires
April 30, 2022

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
April 30, 2022

AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

JESUS CARDENAS
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Regular

Nicole "Nikki" Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JESUS CARDENAS
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE221831

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2022

Nicole "Nikki" Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 12, 2021

File No.
JE245268

Expires
April 30, 2022

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
April 30, 2022

AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

JOSE ARISTIDES RIVAS
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Regular

Nicole "Nikki" Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JOSE ARISTIDES RIVAS
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE245268

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2022

Nicole "Nikki" Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 12, 2021

File No.
JE245271

Expires
April 30, 2022

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
April 30, 2022

AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

JOSE ROMERO
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Regular

Nicole "Nikki" Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JOSE ROMERO
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE245271

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2022

Nicole "Nikki" Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date May 12, 2021 File No. JE249563 Expires April 30, 2022

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 30, 2022 AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

LUIS ENRIQUE SANTIAGO DIAZ
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Regular

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

LUIS ENRIQUE SANTIAGO DIAZ
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE249563

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING April 30, 2022

Nicole Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date May 12, 2021 File No. JE271886 Expires April 30, 2022

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 30, 2022 AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

OSMANY MARTINEZ
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Regular

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

OSMANY MARTINEZ
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE271886

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING April 30, 2022

Nicole Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date May 12, 2021 File No. JE271887 Expires April 30, 2022

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 30, 2022 AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

HEBERTO J RODRIGUEZ
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Regular

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

HEBERTO J RODRIGUEZ
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE271887

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING April 30, 2022

Nicole Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 12, 2021

File No.
JE271888

Expires
April 30, 2022

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
April 30, 2022

AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

MARTIR M AMAYA
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Regular

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

MARTIR M AMAYA
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE271888

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2022

Nicole Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 12, 2021

File No.
JE271889

Expires
April 30, 2022

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
April 30, 2022

AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

RODOLFO HAWKINS
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Regular

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

RODOLFO HAWKINS
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE271889

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2022

Nicole Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 12, 2021

File No.
JE310835

Expires
April 30, 2022

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
April 30, 2022

AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

ROBERTO SANCHEZ
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Regular

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

ROBERTO SANCHEZ
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE310835

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2022

Nicole Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 12, 2021

File No.
JE194814

Expires
April 30, 2022

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
April 30, 2022

AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

NOE A ROMERO
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Regular

Nicole Fried

NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

NOE A ROMERO
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE194814

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2022

Nicole Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 12, 2021

File No.
JE201259

Expires
April 30, 2022

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
April 30, 2022

AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

GUSTAVO EDUARDO VALDES
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Regular

Nicole Fried

NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

GUSTAVO EDUARDO VALDES
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE201259

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2022

Nicole Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 12, 2021

File No.
JE153143

Expires
April 30, 2022

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
April 30, 2022

AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

CASIMIRO GORDILLO
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Regular

Nicole Fried

NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

CASIMIRO GORDILLO
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE153143

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2022

Nicole Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 12, 2021

File No.
JE271889

Expires
April 30, 2021

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
April 30, 2021

AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

RODOLFO HAWKINS
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Regular

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

RODOLFO HAWKINS
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE271889

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2021

Nicole Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 12, 2021

File No.
JE44120

Expires
April 30, 2022

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
April 30, 2022

AT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
MIAMI, FL 33142

DANIEL H ACKENBRACK
SUPERIOR LANDSCAPING & LAWN SERVICE INC
P O BOX 35-0095
MIAMI, FL 33135

Certified Operator

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

DANIEL H ACKENBRACK
SUPERIOR LANDSCAPING & LAWN SERVICE INC
ID CARD HOLDER

JE44120

Certified Operator

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2022

Nicole Fried
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 12, 2021

File No.
JB160603

Expires
April 30, 2022

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: April 30, 2022

AT

2200 NW 23RD AVE
MIAMI, FL 33142

SUPERIOR LANDSCAPING & LAWN SERVICE
INC
P O BOX 35-0095
MIAMI, FL 33135

Lawn and Ornamental

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

SUPERIOR LANDSCAPING & LAWN SERVICE INC
2200 NW 23RD AVE
PEST CONTROL COMPANY FIRM

JB160603

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2022

Nicole Fried
COMMISSIONER

Signature

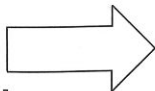
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

Florida Department of Agriculture and Consumer Services

Pesticide Certification Office

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator License License # CM23229	
SANDS III, PAUL LEONARD 3558 FLORIDA AVE MIAMI, FL 33133	Categories 5A, 21, 6, 3
Issued: November 2, 2018	Expires: October 31, 2022
Signature of Licensee	 ADAM H. PUTNAM, COMMISSIONER
<small>The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.</small>	



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LEVY, BERNARD A

SUPERIOR LANDSCAPING & LAWN SERVICE INC
11231 SW 1ST. COURT
PLANTATION FL 33325

LICENSE NUMBER: CFC1425682

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Certification No. 2021-257
Expiration date: December 31, 2024



This certifies that

Julio Valdes

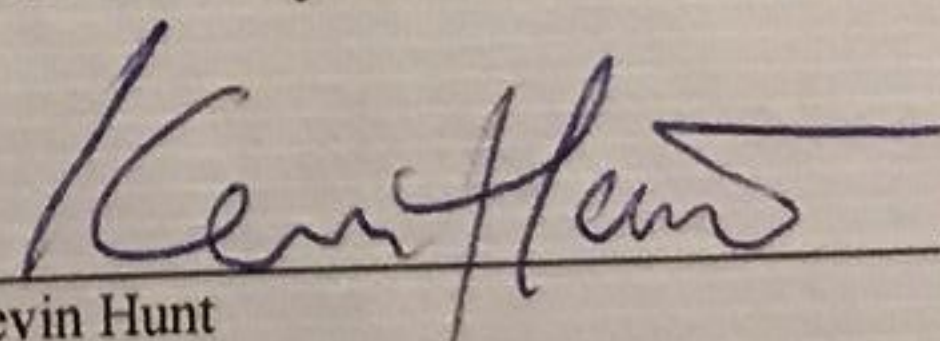
Having shown to possess the necessary qualifications
and having complied with the requirements of the

Landscape Inspectors Association of Florida

was by an order of this body recognized as competent
in dispensing of the duties of a

Landscape Inspector

Given under the seal of the
Landscape Inspectors Association of Florida
this 1st day of June, 2021

, Certification Chair
Kevin Hunt





This Certifies that
Julio Valdes

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 03/26/2025

Certificate # 71857

Instructor: Messler R. Gilchrist FDOT Provider # 140

Metro Florida Safety Council
Phone: 954-803-1900
Tri-County
Dade, Broward, Palm Beach,
metrofloridasafetycouncil.com
mlyona@metrofloridasafetycouncil.com





Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

UF IFAS
UNIVERSITY of FLORIDA

GI-BMP Trainee ID: GV38971
Certification date: 1/29/2016

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the UF/Florida-Friendly Landscaping™ Program at gi.bmp@ifas.ufl.edu or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: <https://aesecomm.freshfromflorida.com>. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact: The Bureau of Licensing and Enforcement, (850) 617-7997

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:
http://fyn.ifas.ufl.edu/professionals/instructor_program.html

Test Score: 85%

Beatriz Gerdtz
12578 SW 125th Ter
Miami, FL 33186

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Beatriz Gerdtz

GV38971-1

GV38971

Certificate #

Trainee ID #

**GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM**



GV38971-1

Certificate #

GV38971

Trainee ID #

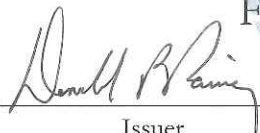
Certificate of Training Best Management Practices Florida Green Industries

UF IFAS
UNIVERSITY of FLORIDA

The undersigned hereby acknowledges that

Beatriz Gerdtz

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.


Issuer

D. Rainey

Instructor

1/29/2016

Date of Class


DEF Program Administrator

Not valid without seal



GV908018-1

Certificate #

GV908018

Trainee ID #

UF IFAS
UNIVERSITY of FLORIDA

Certificate of Training Best Management Practices Florida Green Industries

Gustavo E. Valdes

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

A handwritten signature in black ink, appearing to read "Donald B. Rainey".

IssuerW. Eddinger

Instructor9/18/2018

Date of ClassA handwritten signature in black ink, appearing to be a stylized "J" followed by "H".

DEP Program Administrator

Not valid without seal


INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST®

Gustavo E. Valdes

Having successfully completed the requirements set by the
International Society of Arboriculture, the above named
is hereby recognized as an ISA Certified Arborist®




Luana Vargas
Director of Credentialing Services
International Society of Arboriculture

FL-5774A
Certification Number


Caitlyn Pollihan
Executive Director
International Society of Arboriculture

17 Nov 2007
Certified Since

31 Dec 2022
Expiration Date



#0847
ISO/IEC 17024
Personnel Certification Program
ISA Certified Arborist®

Certificate of Completion

Gustavo E. Valdes

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced (Refresher) Course.**

09/20/2022

Date Expires

140

FDOT Provider #

Jeremiah McCarthy

Instructor

43797

Certificate #



Metro Florida Safety Council
Tri-County
Dade, Broward, Palm Beach,
metrofloridasafetycouncil.com
mlyons@metrofloridasafetycouncil.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com




This Certifies that
Gustavo E. Valdes

Has Completed a Florida Department of Transportation Approved
 Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 09/20/2022
Certificate # 43797
Instructor: Jeremiah McCarthy **FDOT Provider #** 140



Metro Florida Safety Council
Phone: 954-603-1900
Tri-County
Dade, Broward, Palm Beach,
metrofloridasafetycouncil.com
mylons@metrofloridasafetycouncil.com

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT		
Date October 31, 2018	File No. LF278437	Expires October 29, 2022
THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: October 29, 2022		
GUSTAVO EDUARDO VALDES 22300 SW 177TH AVE MIAMI, FL 33170		
 ADAM H. PUTNAM, COMMISSIONER		



I certify the attached is a true and correct copy of the Articles of Incorporation of SUPERIOR LANDSCAPING & LAWN SERVICE INC., a Florida corporation, filed on May 18, 1998, as shown by the records of this office.

The document number of this corporation is P98000044604.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eighteenth day of May, 1998



CR2EO22 (2-95)

Sandra B. Northam
Secretary of State

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
June 25, 2021

File No.
JF7250

Expires
June 1, 2022

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: June 1, 2022

DANIEL H ACKENBRACK
4250 N. A1A #704
FORT PIERCE, FL 34949

General Household Pest and
Rodent Control
Lawn and Ornamental
Termite and Other WDO
Control

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA F-4695-21-GJ
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

DANIEL H ACKENBRACK
CERTIFIED PEST CONTROL OPERATOR

JF7250

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING June 1, 2022

nicole fried Signature
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

SUPERIOR LANDSCAPING & LAWN SERVICE, INC.

Contract Status
March 31, 2020

Total Contract			From Inception through March 31, 2020				As of March 31, 2020			For the period ended March 31, 2020						
Num.	Job	Revenues	Estimated Cost	Estimated Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Billed to Date	Revised Estimated Cost to Complete	Cost and Estimated Earnings in Excess of Billings	Estimated Earnings	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Percent Complete	
3027	Surf Club	2,982,483	2,499,101	483,382	2,982,483	2,499,101	483,382	2,982,483	-	-	-	112,604	250	112,354	100.00%	
3357	Miracle Mile and Giralda Ave Street	2,295,587	1,861,662	433,925	2,295,587	1,861,662	433,925	2,295,587	-	-	-	335,943	-	335,943	100.00%	
3034	SR914-95 Snake Creek	2,874,342	2,347,634	526,708	2,874,342	2,347,634	526,708	2,874,342	-	-	-	265,860	-	265,860	100.00%	
3304	FDOT E6148 SR Snake Creek Canal	849,694	696,379	153,315	849,694	696,379	153,315	849,694	-	-	-	146,281	-	146,281	100.00%	
2714	Palazzo della Luna	3,990,165	3,591,149	399,017	2,954,607	2,659,146	295,461	3,990,165	932,003	1,035,558	-	213,219	-	213,219	74.05%	
3449	FDOT E1P66 Sarasota	1,495,005	1,413,410	81,595	1,495,005	1,413,410	81,595	1,495,005	-	-	-	76,063	-	76,063	100.00%	
3491	FDOT E006 Osceola	2,551,820	2,526,302	25,518	2,465,905	2,441,246	24,659	2,373,192	85,056	92,713	-	35,324	34,971	353	96.63%	
3569	FDOT E1P67 Lee County	1,036,638	1,133,239	(96,601)	1,028,725	1,125,335	(96,610)	1,007,944	7,904	20,781	-	386	395	(9)	99.30%	
3833	FDOT E6K29 Palmetto Expwy.	1,480,062	1,404,892	75,170	1,142,733	1,084,695	58,038	1,376,953	320,197	234,220	-	46,638	44,269	2,369	77.21%	
3929	FDOT E1Q74 Manatee	188,669	178,883	9,786	108,603	102,970	5,633	166,892	75,913	58,289	-	6,825	6,471	354	57.56%	
4668	FDOT E7L95 Tampa I-75	441,180	436,768	4,412	405,882	401,823	4,059	284,297	34,945	121,585	-	18,932	18,743	189	92.00%	
	E1Q79 Lee County	389,336	368,873	20,463	226,398	214,499	11,899	244,825	154,374	18,427	-	-	-	-	58.15%	
4667	E6K76 (BDI) Miami Dade	541,523	510,130	31,393	386,896	364,467	22,429	449,245	145,663	62,349	-	22,000	20,725	1,275	71.45%	
4666	E6L33 (BDI) Miami Dade	396,886	376,754	20,132	243,907	231,535	12,372	358,441	145,219	114,534	-	3,588	3,406	182	61.46%	
3737	E6K12 Miami Dade Maintenance	600,278	510,236	90,042	568,882	483,550	85,332	600,278	26,686	31,396	-	163,017	97,978	65,039	94.77%	
5116	E4T41 Miramar	2,557,212	2,506,068	51,144	1,694,668	1,660,775	33,893	1,531,540	845,293	163,128	-	931,192	912,568	18,624	66.27%	
3969	Palazzo della Luna Tower	4,980,593	4,662,177	318,416	4,816,563	4,508,634	307,929	4,980,593	153,543	164,030	-	104,343	97,673	6,670	96.71%	
4954	Craft Section Project	214,800	202,796	12,004	164,511	155,317	9,194	205,384	47,479	40,873	-	-	-	-	76.59%	
4597	Pine Ridge Road Landscape	1,114,196	1,055,965	58,231	268,032	254,024	14,008	343,456	801,941	75,424	-	38,562	36,547	2,015	24.06%	
4783	Airport Road Maint	1,065,350	1,009,381	55,969	267,224	253,185	14,039	310,556	756,196	43,332	-	34,796	32,968	1,828	25.08%	
4787	Vanderbilt Beach Road	767,912	727,741	40,171	190,800	180,819	9,981	230,353	546,922	39,553	-	29,204	27,676	1,528	24.85%	
4248	W Hotel (El Vez Restaurant)	504,195	478,661	25,534	326,381	309,852	16,529	494,333	168,809	167,952	-	-	-	-	64.75%	
5626	Les Lailane Sculpture Garden	821,132	772,584	48,548	478,572	450,277	28,295	820,033	322,307	341,461	-	51,689	48,633	3,056	58.28%	
3476	The Mall at Miami World Center	1,214,144	1,153,437	60,707	823,929	782,733	41,196	1,098,218	370,704	274,289	-	48,969	46,521	2,448	67.86%	
5450	US41 Landscape Improvements	972,906	963,177	9,729	773,527	765,792	7,735	725,270	197,385	48,257	-	310,286	307,183	3,103	79.51%	
5412	Provident Doral @ Blue Miami	123,191	117,031	6,160	82,825	78,683	4,142	84,693	38,348	1,868	-	25,608	24,327	1,281	67.23%	
5664	FDOT E4T71 Broward County	1,968,841	1,673,515	295,326	668,506	568,230	100,276	685,666	1,105,285	17,160	-	668,506	568,230	100,276	33.95%	
5541	WO#1 Okeechobee Blvd Roadway Impro	236,091	200,677	35,414	18,492	15,718	2,774	173,894	184,959	155,402	-	18,492	15,718	2,774	7.83%	
5801	Donald Ross Road	215,761	183,397	32,364	65,345	55,543	9,802	120,307	127,854	54,962	-	65,345	55,543	9,802	30.29%	
5843	FDOT E5Z95 Marion County	355,057	301,798	53,259	72,945	62,003	10,942	-	239,795	72,945	-	72,945	62,003	10,942	20.54%	
	Maintenance & Construction Contracts	2,964,373	2,260,693	703,680	2,964,373	2,260,693	703,680	2,964,373	-	-	-	2,964,373	2,260,693	703,680	100.00%	
		42,189,422	38,124,510	4,064,912	33,706,342	30,289,730	3,416,612	36,118,012	7,834,780	519,409	2,931,079	6,810,990	4,723,491	2,087,499		

References of Similar Work

1) Firm Name	2) Contact Individual Name and Title	3) Address	4) Telephone Number	5) Contact's Email	6) Narrative on Scope of Services Provided	7) Contract Amount and Completion Date	
Port of Miami Tunnel Miami-Dade	Fred Gutekunst	1050 MacArthur Causeway Miami, Florida 33132	(786) 351-6853	F.GUTEKUNST@bcwf-miami.com	Right of way landscaping, irrigation, and maintenance for the port of Miami tunnel	\$680,000.00	May 2015
PDS Development LLC	Ronie Romero	7000 Fisher Island Dr Fisher Island, FL 33139	(305) 926-8661	rromero@pds-pdl.com	Installation of Landscaping & Irrigation, pavers, at Palazzo del Sol	\$3,767,000.00	July 2019
Florida Department of Transportation - District Four	Dalia Burgett, MPA	3400 W. Commercial Blvd. FT. Lauderdale, FL 33309	(954) 540-7223	dalia.burgett@dot.state.fl.us	FDOT E4T41 Landscape Improvements along SR 93/ I-75 Segment C	\$2,557,213.00	May 2022
Florida Department of Transportation - District Four	Inna Leskovykh	3402 W. Commercial Blvd. FT. Lauderdale, FL 33309	(954) 298-9288	Inna.Leskovykh@dot.state.fl.us	FDOT E4T71 SR 7(US441) from North of Hallandale Bch. Blvd to South of Stirling Road Landscape enhancement & Irrigation	\$1,944,668.00	July 2022
ASR LLC	Chuck Zhang	6800 Fisher Island Dr Fisher Island, FL 33139	(786) 423-8897	czhang@asrfl.com	Installation of Landscaping & Irrigation, pavers, at Palazzo della Luna	\$4,939,183.00	July 2019
City of Miami Beach	Jorge Rodriguez	1700 Convention Center Drive Miami Beach, FL 33139	(305) 673-7000	JorgeRodriguez@miamibeachfl.gov	South Point Park Landscape Remediation project , Landscaping, Construction, Grounds Maintenance	\$4,500,000.00	February 2016
UIA Management	Jeff Weinstein	1111 Lincoln Road, STE 260 Miami Beach, FL 33139	(305) 978-8370	jweinstein@1111LincolnRoad.com	Landscaping, irrigation, pavers at the Lincoln Road Mall	\$2,700,000.00	November 2014
Coastal Construction - Four Seasons	Tony Thompson	9011 Collins Ave Surfside, FL 33154	(305) 807-1031	tthompson@fortpartners.com	Landscaping, irrigation, pavers and concrete at the Four Seasons Surf Club	\$3,200,000.00	August 2021
Miami Beach Convention Center - Clark Construction	Rick Yezzi	1700 Convention Center Drive Miami Beach, FL 33139	(202) 359-6226	Rick.yezzi@clarkconstruction.com	Landscaping, hardscaping, pavers, Coquina pathways at the Miami Beach Convention Center	\$2,800,000.00	November 2019

SECTION 00410 -

APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we Superior Landscaping & Lawn Service, Inc., as Principal, and Great Midwest Insurance Company, as

Surety, are held and firmly bound unto the City of Hollywood in the sum of _____

Ten Percent of Amount Bid Dollars (\$ 10%) lawful money of the United States, amounting to 10% of the total Bid Price, for the payment of said sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated _____ December 7 _____ 2021 for

Hollywood Blvd – Landscape and Irrigation Improvements
From East Side of City Hall Circle to Dixie Highway
Complete Street Improvements Project

Project No: HOLL035

NOW, THEREFORE, if the principal shall not withdraw said bid within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

00410-1

Approved Bid Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:


Secretary

Superior Landscaping & Lawn Service, Inc.

Name of Corporation

2200 NW 23 Avenue

Business Address

Miami, FL 33142

By:


(Affix Corporate Seal)

Orlando Hero


Printed Name

President

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL


I, Sandra Arroyo, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Orlando Hero who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

 (SEAL)
Secretary

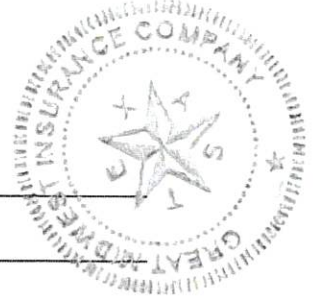
Approved Bid Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest:


 Secretary Stephanie Wall
 Witness

Great Midwest Insurance Company
 Corporate Surety
 800 Gessner, Suite 600
 Business Address
 Houston, TX 77024

BY: 

(Affix Corporate Seal)

Brett M. Rosenhaus, Attorney-in-Fact & FL Licensed Agent
 Attorney-in-Fact
 Nielson, Rosenhaus & Associates
 Name of Local Agency
 220 Congress Park Drive, Suite 100
 Business Address
 Delray Beach, FL 33445

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Brett M. Rosenhaus to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the Great Midwest Insurance Company and that he has been authorized by Great Midwest Insurance Company to execute the forgoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida. Subscribed and sworn to before me this 7th day of December, 20 21

My Commission Expires: July 1, 2025



- END OF SECTION -

00410-4

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



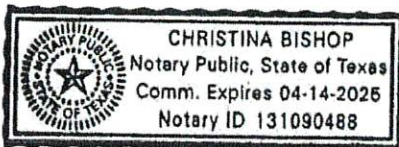
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 7th Day of December, 20 21



BY

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Supplier: **Superior Landscaping & Lawn Service, Inc.**

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): **Superior Landscaping & Lawn Service, Inc.** Federal Tax Identification Number: **65-838100**

If Corporation - Date Incorporated/Organized: **May 18, 1998**

State Incorporated/Organized: **Florida**

Company Operating Address: **2200 NW 23 Avenue**

City **Miami** State **Florida** Zip Code **33142**

Remittance Address (if different from ordering address): **2200 NW 23 Avenue**

City **Miami** State **Florida** Zip Code **33142**

Company Contact Person: **Maria Valdes** Email Address: **superlandscape@bellsouth.net**

Phone Number (include area code): **3056340717** Fax Number (include area code): **3056340744**

Company's Internet Web Address: **http://superiorlandscaping.com**

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: **Jesenia Otero** Date **12/6/2021**

Type or Print Name: **Jesenia Otero**

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

Bid/RFP/RFQ Number: F-4695-21-GJ Title: Hollywood Blvd Landscaping, Irrigation; East of City Hall to Dixie Highway

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: Superior Landscaping & Lawn Service, Inc.Issue Date **12/6/2021**City of Hollywood, Florida
Solicitation # F-4695-21-GJ**SUBMISSION**

Proposal Due Date: Dec 7, 2021 3:00:00 PM EST

How to submit bids/proposals: Vendor's solicitation response must be submitted electronically through BidSync, the City's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The City will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

Supplier: **Superior Landscaping & Lawn Service, Inc.**



CONE OF SILENCE

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

Bid/RFP/RFQ Number: F-4695-21-GJ Title: Hollywood Blvd Landscaping, Irrigation; East of City Hall to Dixie Highway

Supplier: Superior Landscaping & Lawn Service, Inc.

Issue Date

City of Hollywood, Florida
IFB # F-4695-21-GJ**1.0 GENERAL TERMS AND CONDITIONS****1.1 INSTRUCTIONS TO BIDDERS**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

1.2 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or Services as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. The City's enclosed Bid Proposal Form, in its entirety, is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not apply to vendors' purchases of goods or Services used in Work or goods supplied to the City. Vendors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Bidders will submit, with their bids, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addendum issued. Where there appears to be a conflict between this Bid solicitation and any addendum the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal addendum by signing the addendum and including it with their Bid. Failure to include a signed formal Addendum in its Bid shall deem the Bid non-responsive; provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF BIDS

The City may reject a bid if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if
- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of the bid, or if
- D. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The City is under a pre-lawsuit claim from the Bidder or is involved in current litigation with the Bidder.

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph D above.

1.7 WITHDRAWAL OF BIDS

- A. Bids shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

- C. The City may permanently retain as liquidated damages the bid deposit furnished by any Bidder who requests to withdraw a bid after the bid opening.

1.8 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be returned un-opened to the sender and rejected as late.

1.9 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the addenda in reverse chronological order, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.10 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he or she may submit to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an Invitation for Bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

1.11 INVOICING/PAYMENT

All invoices should be sent to: City of Hollywood, Financial Services Department, P.O. Box 229045, Hollywood, Florida 33022-9045. In accordance with Florida Statutes Chapter 218, payment will be made within 45 days after receipt of Services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Payment will be made by the City after commodities/Services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must reference the purchase order number or contract number.

When a contractor receives from the City of Hollywood any payment for contractual Services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received, on a pro rata basis, to the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor, without reasonable cause, fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) Working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

1.12 TOTAL BID DISCOUNT

If a Bidder offers a discount for the award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in the tabulation and award of the bid.

Bidder may offer cash discounts for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

In connection with any discount offered, time will be computed from the date of receipt of supplies or Services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or Services as described in this Bid; have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or Services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience), in making the award in the best interest of the City. In all cases, the City of Hollywood shall have no liability to any contractor for any costs or expenses incurred in connection with this bid or otherwise.

1.14 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of a hard copy; and in any case addressed as follows:

To the City

Project Manager: Ginah Joseph
City of Hollywood
Attention: Ginah Joseph
Phone: 954-921-3223
Fax:
E-mail: Gijoseph@hollywoodfl.org

and,

To the Contract Compliance Officer:
Paul A. Bassar
Office of the City Manager
P.O. Box 229045
Hollywood, FL 33022-9045
Phone: (954) 921-3628 Fax: (954) 921-3086
Email: pbassar@hollywoodfl.org

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax number and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.15 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of Hollywood. The Contractor shall supply competent and physically capable employees and the City is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF BID

- A. The Evaluation Committee will make a recommendation based upon the lowest responsive and responsible bidder(s) whose bid(s) conforms to the Invitation for Bids and is most advantageous to the City.
- B. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies its bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or Services from this contract through the effective period of the award. In any situation where obtaining Services from the Primary Vendor (s) is not in the best interest of the City, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain Services from the Secondary Vendor (s).
- D. One or more Contractors may be designated as approved on an alternating/rotating basis for the delivery of materials and/or Services from this contract through the effective period of the award. In situations where obtaining Services from the alternating vendor is not in the best interest of the city, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain material and/or Services from the next available vendor.
- E. The successful Bidder shall be notified in writing of the award.
- F. Delivery of materials and/or Services shall be performed upon receipt by the successful bidder of a numbered, signed purchase order, blanket purchase order or fully executed agreement.

1.17 BID PROTESTS

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of the bid.

- A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

- B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- C. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Directory shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protestor and any other interested party, and the process leading to the award shall proceed.

1.18 AGREEMENT

An agreement shall be sent to the awarded bidder to be executed and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

1.19 NOTICE TO PROCEED

A signed Purchase Order, blanket purchase order or fully executed agreement will be the Contractor's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.20 OTHER GOVERNMENTAL ENTITIES

If the Bidder is awarded a contract as a result of this IFB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies so requesting the products or Services awarded in accordance with the terms and conditions of the IFB and resulting contract.

1.21 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and its bid(s) rejected for:

- A. Poor performance or default, in the City's opinion, on one or more previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on one or more previous contracts with other public entities.
- C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.22 RESERVATIONS FOR AWARD AND REJECTION OF BIDS

The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the IFB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or Services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the IFB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided Services to the City in the past. This procedure will continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the Work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

1.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies to any contract for goods or Services of \$1 million or more: The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section

287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.26 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual, corporation or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.27 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

1.28 COLLUSION

The bidder, by affixing its signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.29 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.30 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Contractor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.31 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. A Bidder, by virtue of bidding, certifies that if awarded any portion of the IFB, it will supply only material or equipment that is 100% asbestos free.

1.32 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of Florida. This will apply notwithstanding such factors as where the contract is entered into and the place where the accident occurs and notwithstanding conflicts of law principles that would otherwise apply.

1.33 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.34 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.35 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.36 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.37 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: Services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patents, copyrights, service marks, trade secrets, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and its officers, agents and employees and defend any action brought against the City or any of its officers, agents or employees with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or other proprietary rights claim or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secret, patent right, or other intellectual property right in the performance of the Work.

1.38 PUBLIC RECORDS LAW

If applicable, for each public agency contract for Services, the Contractor is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Non-exempt public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed bids become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not, unless required as part of this IFB, submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission, not required as part of this IFB, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder.

1.39 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to

facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

1.40 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, 954-921-3223.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to Gijoseph@hollywoodfl.org.

1.41 LOCAL PREFERENCE

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

1.42 ELIGIBILITY

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statutes, prior to entering into a contract with the City.

1.43 VENDOR REGISTRATION

You do not need to be a City of Hollywood registered vendor to bid. However follow the instructions when you go to: www.hollywoodfl.org

The Contractor shall be a registered vendor with the City Procurement Services Division for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

1.44 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, and General Terms and Conditions.

1.45 EXCEPTIONS TO PROPOSAL

The bidder shall list on the space provided on the bid page or on a separate sheet of paper any exceptions to the conditions of this Bid. This sheet shall be labeled, "Exceptions to Bid Provisions," and shall be attached to the Bid. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

1.46 APPROVED EQUAL

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and

acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

1.47 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items and feels that the technical specifications are overly restrictive, the Bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the IFB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.

1.48 MODEL NUMBER CORRECTIONS

If the model number for the make specified in this IFB is incorrect or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

1.49 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.50 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, and to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the bid form by the Bidder.

1.51 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City unless loss or damage results from negligence by the City. If the materials or Services supplied to the City are found to be defective or not to conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return the product at the Bidder's expense.

1.52 DELIVERY TIME

Unless actual date of delivery is specified (or if specified, delivery cannot be met), the Bidder shall show the number of days required to make delivery after receipt of the purchase order in the space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal Working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into the contract document. Delivery shall be to the location specified in the bid specifications.

1.53 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.54 WARRANTY

Unless otherwise specified, all items proposed by the Bidder shall include a warranty covering Services, parts and/or labor for a specified period of time. The Bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and Workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.55 DURATION OF AGREEMENT

This Agreement will be for the terms identified in this document, unless the Contractor is otherwise notified by the City. Any extension of this Agreement shall be in writing and approved by the same approval processes as the original agreement, except the City Manager is authorized to extend for up to 90 days when operationally necessary.

1.56 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for the time identified in the bid if agreed to in writing by both parties.

1.57 MODIFICATION OF CONTRACT

The contract may only be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, blanket purchaser order or change order, as appropriate.

1.58 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

1.59 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and the bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the bid page under exceptions to specifications.

1.60 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with the bidder's name and the manufacturer's brand name and number.

1.61 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or Services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida

Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.62 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or Services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not award or perform Work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.63 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

1.64 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating their understanding of and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, and candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, the bidder that otherwise is the lowest responsive responsible bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.65 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or Services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.66 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this bid. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this bid. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid, the successful Bidder must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.67 CITY WEBSITE

Bids, addenda, bid tabulations, lists of pre-bid conference attendees and other information are available on the Procurement Services Division's page, which can be found at: www.hollywoodfl.org

1.68 DISCLAIMER

The City of Hollywood may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this bid constitutes only an invitation to make presentations to the City of Hollywood. The City of Hollywood reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City of Hollywood shall have no liability to any Contractor for any costs or expense incurred in connection with this bid or otherwise.

1.69 CONFIDENTIALITY

As a political subdivision, the City of Hollywood is subject to the Florida Sunshine Law and Public Records Law. By submitting a Bid, the Contractor acknowledges that the materials submitted with the Bid and the results of the City of Hollywood's evaluation may be open to public inspection upon proper request. The Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.70 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The City of Hollywood's IFB and any associated addenda and attachments thereto, and
- C. The Contractor's Proposal.

1.71 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.72 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before the City's approval of this Contract shall be at the Contractor's risk and expense.

1.73 PRICING

Prices shall remain firm and fixed for the initial term of the Contract, however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.74 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient Work due to its errors and omissions without cost to the City upon the request of the City for the established period of time after the date of acceptance of the project by the City, as stated in the bid, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for Work performed does not constitute a waiver of this guarantee.

1.75 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. Such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the City.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels upon reasonable request from the City, should the City make a determination, in its sole discretion, that said personnel staffing is inappropriate .

- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the City and coordinate their respective Work efforts to most effectively and efficiently maintain progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

1.76 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of independent contractors and not that of employees or agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

1.77 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of Hollywood is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the Contractor's employees. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.78 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors

or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections A, B, and C above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.79 AUTHORITY OF THE CITY'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each, with respect to matters within the City Manager's purview as set forth above, shall be conclusive, final

and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such question, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.80 MUTUAL OBLIGATIONS

- A. This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where this Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.81 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

1.82 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the City. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.83 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.84 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the Services, will state in writing to the City the name of the proposed subcontractor, the portion of the sServices which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the sServices in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed Services of the same general type which is required to be performed under this Agreement.
- E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

1.85 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn therefrom, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.86 SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting

such provision.

1.87 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and any other reasons related to contractor's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- D. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
 - 1. Stop Work on the date specified in the notice ("the Effective Termination Date");
 - 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
 - 3. Cancel orders;
 - 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - 5. Take no action which will increase the amounts payable by the City under this Agreement.
- E. In the event that the City exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated, as stated in the payment Articles herein, for the:
 - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - 2. Non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- F. All compensation pursuant to this Article is subject to audit.

1.88 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - 1. The Contractor has not delivered Deliverables on a timely basis;
 - 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the City where required by this Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:
1. Treat such failure as a repudiation of this Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.89 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other damages as the City may sustain.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.90 NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 and related Acts (the "Act"). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This

Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.91 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person submitting a bid for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the City's Project Manager. The Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

1.92 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the City, except as may be required by law.

1.93 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.94 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.95 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

1.96 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for any extension term shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.97 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

1.100 NO CONTINGENT FEES

The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee Working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee Working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.101 E-VERIFY

The Contractor acknowledges that the City may be utilizing the Contractor's Services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.102 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.103 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in this agreement and any amendments thereto, to any areas annexed into the City.

1.104 DEFINITIONS & TERMS

When used in Contract Documents or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

Bid: The written offer of a Bidder to provide product or perform Work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, Insurance Requirements, COMMISSION General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Everyday shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Hollywood and who is liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Broward County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of Hollywood, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of this Agreement.

IFB: Invitation For Bid.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of Hollywood.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the City's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract Work and establishing the date of commencement of the Work.

Owner: The term Owner as used in this Contract shall mean the City of Hollywood.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the Work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the execution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.

Project: The construction and Services required by the Contract Documents, which includes all labor, materials, equipment, and Services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related Services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the Work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

Supplier: **Superior Landscaping & Lawn Service, Inc.**



HOLD HARMLESS AND INDEMNITY CLAUSE

Superior Landscaping & Lawn Service Inc.

(Company Name and Authorized Signature, Print Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Jesenia Otero

Signature

Superior Landscaping & Lawn Service Inc.

Name of Company

Jesenia Otero

Printed Name

Estimating Coordinator

Title

Bid/RFP/RFQ Number: F-4695-21-GJ Title: Hollywood Blvd Landscaping, Irrigation; East of City Hall to Dixie Highway

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: **Superior Landscaping & Lawn Service, Inc.**



NONCOLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: Miami-Dade, being first duly sworn, deposes and says that:

- (1) He/she is **Estimating Coordinator** of **Superior Landscaping & Lawn Service, Inc.**, the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Jesenia Otero

Signature

Superior Landscaping & Lawn Service, Inc.

Name of Company

Jesenia Otero

Printed Name

Estimating

Title

Bid/RFP/RFQ Number: F-4695-21-GJ Title: Hollywood Blvd Landscaping, Irrigation; East of City Hall to Dixie Highway

Supplier: **Superior Landscaping & Lawn Service, Inc.**



SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to **City of Hollywood**

By **Jesenia Otero, Estimating Coordinator** for **Superior Landscaping & Lawn Service Inc.**

(Print individual's name and title)

(Print name of entity submitting sworn statement)

whose business address is **2200 NW 23 Avenue Miami, FL 33142**

and if applicable its Federal Employer Identification Number (FEIN) is **65-0838100** If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

N/A

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Jesenia Otero

Signature

Superior Landscaping & Lawn Service, Inc.

Name of Company

Jesenia Otero

Printed Name

Estimating Coordinator

Title

Bid/RFP/RFQ Number: F-4695-21-GJ Title: Hollywood Blvd Landscaping, Irrigation; East of City Hall to Dixie Highway

Supplier: Superior Landscaping & Lawn Service, Inc.



CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Superior Landscaping & Lawn Service, Inc.
2200 NW 23 Avenue
Miami, FL 33142

Application Number and/or Project Name:

F-4695-21-GJ - Hollywood Blvd Landscaping, Irrigation; East of City Hall to Dixie Highway

Applicant IRS/Vendor Number: **65-0838100**

Jesenia Otero

Signature

Superior Landscaping & Lawn Service, Inc.

Name of Company

Jesenia Otero

Printed Name

Estimating Coordinator

Title

Bid/RFP/RFQ Number: F-4695-21-GJ Title: Hollywood Blvd Landscaping, Irrigation; East of City Hall to Dixie Highway

Procurement Services Division
 2600 Hollywood Boulevard, Room 303
 Hollywood, Florida 33020

Supplier: Superior Landscaping & Lawn Service, Inc.



DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Jesenia Otero

VENDOR'S SIGNATURE

Jesenia Otero

PRINTED NAME

Superior Landscaping & Lawn Service, Inc.

NAME OF COMPANY

Estimating Coordinator

TITLE

Bid/RFP/RFQ Number: F-4695-21-GJ Title: Hollywood Blvd Landscaping, Irrigation; East of City Hall to Dixie Highway

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: **Superior Landscaping & Lawn Service, Inc.**



REFERENCES

F-4695-21-GJ Hollywood Blvd Landscaping, Irrigation; East of City Hall to Dixie Highway

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Company Name: UIA Management	
Address: 1111 Lincoln Road, STE 260	
City, State, ZIP: Miami Beach, FL 33139	Phone Number: 3059788370
Point of Contact: Jeff Weinstein	Fax Number:
Email: jweinstein@1111LincolnRoad.com	
Explain How This Referenced Work Is Similar To This Request: Landscaping, irrigation, pavers at the Lincoln Road Mall, \$2,700,000.00	
Date service was provided: October 2013 - 2014	

Company Name: City of Miami Beach	
Address: 1700 Convention Center Drive	
City, State, ZIP: Miami Beach, Fl. 33139	Phone Number: 305-673-7000
Point of Contact: Jorge Rodriguez	Fax Number:
Email: JorgeRodriguez@miamibeachfl.gov	
Explain How This Referenced Work Is Similar To This Request: South Point Park Landscape Remediation project , Landscaping, Construction, Grounds Maintenance	
Date service was provided: 2014-2016	

Company Name: ASR LLC	
Address: 6800 Fisher Island Dr	
City, State, ZIP: Fisher Island, FL 33139	Phone Number: (786) 423-8897
Point of Contact: Chuck Zhang	Fax Number:
Email: czhang@asrfl.com	
Explain How This Referenced Work Is Similar To This Request: Installation of Landscaping & Irrigation, pavers, at Palazzo della Luna \$4,939,183.00	
Date service was provided: 2018-2019	

Supplier: **Superior Landscaping & Lawn Service, Inc.****W-9**(Rev. August 2013)
Department of the Treasury Internal
Revenue Service**Request for Taxpayer
Identification Number and Certification****Give to the
requester. Do not
send to the IRS.**Print or type
See Specific
Instructions
on page 2.

Name (as shown on your income tax return)

Superior Landscaping & Lawn Service Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐

Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation,
P=partnership) *☐ Other (see instructions)

Exemptions (see instructions):

Exempt payee code (if any)

Exemption from FATCA reporting
code (if any)

Address (number, street, and apt. or suite no.)

2200 NW 23 Avenue

City, state, and ZIP code

Miami, FL 33142

Requester's name and address (optional)

List account number(s) here (optional)

Part I**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number**Employer identification number****65-0838100**

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other

Sign Here

Signature of

Jesenia Otero

U.S. person ▶

Date- **superlandscape@bellsouth.net****General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X

Form **W-9** (Rev. 8-2013)

Form W-9 (Rev. 8-2013)

Page **2**

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if

- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and

- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity’s name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulation section 301.7701-2(c)(2)(iii). Enter the owner’s name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

.IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,0001	Generally, exempt payees 1 through 52
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

Form W-9 (Rev. 8-2013)

Page 4

What Name and Number To Give the Requester

For this type of account:

1. Individual
2. Two or more individuals (joint account)
3. Custodian account of a minor (Uniform Gift to Minors Act)
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law
5. Sole proprietorship or disregarded entity owned by an individual
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))

Give name and SSN of:

- The individual
- The actual owner of the account or, if combined funds, the first individual on the account 1
- The minor 2
- The grantor-trustee 1
- The actual owner 1
- The owner 3
- The grantor*

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.